

I. PROCEDURAL BACKGROUND

This matter came on for hearing on June 26, 2003, before Jonathan I. Klein, appointed as conciliator by the State Employment Relations Board (“SERB”), pursuant to Ohio Rev. Code Section 4117.14(D)(1). The hearing was conducted between the Cuyahoga County Sheriff’s Department (hereinafter “Employer”), and the Ohio Patrolmen’s Benevolent Association (hereinafter “Union”), at the Sheriff’s Department located in the Cuyahoga County Justice Center. The bargaining unit involved in the conciliation consists of approximately one hundred and fifty-one (151) full-time Deputy Sheriffs.

A fact-finding hearing took place on February 20, 2003, concerning numerous disputed issues between the parties. The fact-finder’s recommendations were not mutually accepted by the Union and the Employer, and as of the commencement of the conciliation hearing the parties remained at impasse on eight issues pertaining to the following sections contained in the collective bargaining agreement:

1. Uniforms
2. Hours of Work/Overtime
3. Longevity
4. Vacation Leave
5. On-Duty Injury/Illness Leave
6. Sick Leave
7. Group Insurance
8. Salaries

At the conciliation hearing, the parties agreed to resolve the issue concerning Group Insurance as noted herein, and the conciliator incorporates all tentative agreements entered into

by the parties prior or subsequent to the conciliation hearing into this Final Offer Settlement Award.¹

II. CONCILIATION CRITERIA

In the determination of the facts and the selection, on an issue-by-issue basis, from between each of the party's final settlement offers, the conciliator considered the applicable criteria from those enumerated in Ohio Rev. Code Section 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-06(H)(1)-(6). This criteria consists of the following:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;

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1. The parties entered into an extension and retroactivity agreement in which all limitations on the conciliator's powers as provided in Ohio Rev. Code §4117.14(G)(11) were waived, and it was agreed that increases in rates of compensation and other matters with cost implications may be effective in the calendar year 2003.

- (6) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding or other impasse resolution procedures in the public service or in private employment.

III. FINDINGS OF FACT AND OPINION

Introduction

As previously noted, there are approximately one hundred and fifty-one (151) full-time Deputy Sheriffs employed by the Cuyahoga County Sheriff's Department. The Union was certified as the exclusive bargaining representative for the Deputy Sheriffs in 1999, and the parties are negotiating their second collective bargaining agreement. Upon review of the comparable jurisdictions submitted by both parties, the conciliator determines that the following counties will be referenced for comparability purposes throughout this Final Offer Settlement Award based upon their populations and/or proximity to Cuyahoga County, and overall quality of available data: Geauga, Lake, Lorain, Medina, Summit, Hamilton and Franklin.²

Issue 1: Uniforms

The Union proposes to increase the current uniform allowance in the amount of fifty dollars (\$50.00) for each year of the contract. According to the Union, the proposed increase in

2. All of these jurisdictions appear in various data offered by both parties.

the uniform allowance will allow employees to more readily purchase and maintain necessary items, as well as increase their overall pay package. At the conciliation hearing, the Union asserted that their proposal is a “cheap benefit” for the employees, and it pointed out that their uniform allowance is substantially below the average uniform allowance received by employees at comparable jurisdictions. The Union also maintains that the Employer can afford to pay the increased uniform allowance. The Union’s final offer is, as follows:

Paragraph 3. The Employer will provide compensation in the following amounts per year for each bargaining unit employee as a uniform maintenance allowance:

- a) 2003 – \$500.00
- b) 2004 – \$550.00
- c) 2005 – \$600.00

The Employer agrees that it will continue to provide uniform clothing for Deputy Sheriffs at the time they are hired, and adequate replacement clothing will also be provided upon reasonable request. Additionally, the Employer proposes to provide compensation in the amount of five hundred dollars (\$500.00) per year for each bargaining unit employee as a uniform maintenance allowance. Under the current language, employees receive a uniform allowance of four hundred and fifty dollars (\$450.00) per year. The Employer notes that its proposal adopts the language which was recommended by the fact-finder.

Contrary to the Union’s position, the Employer contends that the fact-finder’s report is not useless. The Employer acknowledges that Deputy Sheriffs employed by other jurisdictions receive higher uniform allowances, however, those employees must purchase replacement

uniforms while such uniforms are provided at no cost to the bargaining unit employees.

(Employer Ex. 1). The Employer asserts that its proposed contract language is fair, and should be adopted by the conciliator.

Last Best Offer

Upon consideration of the parties' respective positions, the conciliator concludes that the Employer's proposal to increase the uniform allowance to \$500.00 per year in accordance with the fact-finder's recommendation represents the last best offer. The comparable jurisdictions are readily distinguishable by the fact that unlike employees in those jurisdictions, the bargaining unit employees do not incur any uniform replacement costs, provided the request is reasonable taking into consideration the need and frequency of replacement. Whether or not this represents a "cheap benefit" for the Employer as alleged by the Union, evidence of the statutory criteria to warrant selection of the Union's last best offer is lacking.

Issue 2: Hours of Work/Overtime

The Union proposes to add express contract language to Section 1 of the Hours of Work/Overtime article which would require the Employer to calculate and pay overtime as that rate is defined by the Fair Labor Standards Act (FLSA). It points out that the FLSA requires employers to determine an employee's overtime rate by adding all of their reoccurring income and then dividing that amount by time and one-half. The Union asserts that there is no reason for the Employer to be absolved of this obligation. Furthermore, the Union claims that its proposal

does not represent a “huge cost” for the Employer. The Union’s final offer provides that the following language should be added to Section 1 of the Hours of Work/Overtime provision contained in the contract: “The Employer shall compute each employee’s overtime rate in accordance with FLSA guidelines.”

The Union also proposes a modification to Section 2 of the contract’s current language which would “temper the harsh application of the current language which unfairly penalizes an employee who works overtime on one day but who is forced to miss a day later in the week because of excused illness or prescheduled doctor’s appointment.” Under the current contract, sick leave is not counted toward the accumulation of overtime. The Union’s proposal for Section 2 of the Hours of Work/Overtime provision contained in the contract is, as follows:

The normal work period for all full-time Employees within the bargaining unit shall be a forty (40) hour workweek. Specific hourly and weekly schedules may vary depending upon job assignments. Scheduled adjustments shall not occur solely to avoid the payment of overtime. Paid holidays, paid vacation leave, compensatory time, and sick leave, (so long as it is used for substantiated prescheduled doctor’s appointments or its use is substantiated with a doctor’s excuse), shall be considered as time worked within the forty (40) hour workweek for purposes of this Article.

The Union further proposes an increase regarding the length of time that employees can bank their compensatory time from the current one hundred eighty days of accrual to one year of accrual. Section 4. According to the Union, the current contract language does not adequately allow employees to cash in their compensatory time when it is needed for either unforeseen or

foreseen long-term absences or needs. The Union asserts that the Employer is not prejudiced or harmed by its proposed contract language. In fact, the Union claims that the Employer will actually save money under its proposal. At the conciliation hearing, the Union presented no comparable jurisdictions regarding this issue. Additionally, the Union claimed that the dispute regarding sick leave abuse by Parma police officers was a management issue.

The Employer proposes to maintain the current contract language contained in the Hours of Work/Overtime section. The Employer points out that its proposal is in accordance with the fact-finder's recommendation. It also notes that fact-finder Margaret Nancy Johnson determined in her fact-finding report and recommendation which resulted in the current collective bargaining agreement that sick leave should be excluded as time worked for overtime purposes. (Employer Ex. 9). In further support of its position, the Employer presented evidence which indicated that sick leave was not included in the calculation of overtime compensation for employees at comparable jurisdictions. (Employer Ex. 10). At the conciliation hearing, the Employer also discussed the amount of overtime generated by sick leave utilized by officers at the Parma Police Department. (Employer Ex. 11). Finally, the Employer argues that the language proposed by the Union would be administratively burdensome.

Last Best Offer

Upon consideration of the parties' respective positions, the conciliator concludes that the Employer's proposal with respect to the agreement language for hours of work and overtime

represents the last best offer. There is no evidence necessitating the addition of FLSA guidelines to the collective bargaining agreement. Nor is there any probative evidence from comparable jurisdictions, which warrants the inclusion of sick time in the calculation of overtime. Finally, there is insufficient evidence to warrant selection of the Union's proposal to increase the length of time that employees can bank their compensatory time.

Issue 3: Longevity

The Union proposes to eliminate the current maximum limitation on the longevity benefit which is afforded to employees under the contract. The current collective bargaining agreement provides a maximum longevity benefit of \$1,475.00 per year which is obtained at twenty years of service. According to the Union, the longevity benefit lags behind most of the comparable jurisdictions. The Union points out that it does not seek an increase to the yearly longevity payment, but simply a removal of the cap. In further support of its position, the Union presented evidence which indicated that other jurisdictions do not have a cap on longevity benefits. (Union Ex. 12). Furthermore, the Union notes that its proposal will not have an impact on most of the employees because there are not many who have been employed for more than twenty years.

The Employer asserts that its final offer of maintaining the current contract language provides a fair and equitable reward for years of service, and it is in concurrence with the fact-finder's recommendation. The Employer also contends that the longevity benefits received by the bargaining unit employees are greater over the duration of their careers than the benefits

received by comparable employees at most other jurisdictions, with the exception of Geauga County. (Employer Ex. 5). Accordingly, the Employer requests that the conciliator select its final proposal, and maintain the current contract language.

Last Best Offer

Upon consideration of the parties' respective positions, the conciliator concludes that the Employer's proposal to maintain current language on longevity represents the last best offer. While there is evidence that some jurisdictions have no longevity cap, the Employer's cap is consistent with Hamilton and Medina counties. Further, any comparison between jurisdictions of the dollar value of the longevity payments over a relevant term of years is lacking. Finally, the longevity comparison offered by the Employer demonstrates more accurately the favorable position of the bargaining unit relative to comparable jurisdictions on longevity. The Employer's offer on this issue is both fair and equitable.

Issue 4: Vacation Leave

The Union proposes to reduce the years of service which are currently required in order to obtain various increments of vacation leave. Specifically, the Union proposes that four weeks of vacation be granted with twelve years of service, rather than fifteen years of service, and five weeks of vacation be awarded to employees with twenty years of service, instead of the twenty-five years of service currently required under the contract. In support of its position, the Union

points out that bargaining unit employees are permitted to retire after twenty-five years of service, and therefore, they may not receive the current maximum vacation leave benefit. The Union also noted that employees at comparable jurisdictions receive more vacation days than bargaining unit employees. (Union Exs. 13 and 14). The Union contends that its proposal is reasonable and should be adopted by the conciliator.

The Employer proposes that the current contract language should be maintained by the parties. It desires to maintain the current language in order to achieve internal parity among all of the bargaining units within the Sheriff's Department. According to the Employer, other internal bargaining units receive the same vacation leave allowance which is currently provided to bargaining unit employees. (Employer Ex. 14). Furthermore, the vacation leave afforded to the Deputy Sheriffs is in line with the vacation leave received by employees at comparable jurisdictions. (Employer Ex. 13). Accordingly, the conciliator should select the Employer's final offer to maintain the current contract language regarding vacation leave.

Last Best Offer

Upon consideration of the parties' respective positions, the conciliator concludes that the Employer's proposal to maintain current contract language on vacation leave represents the last best offer. The comparable contiguous jurisdictions evidence a split on this issue, whereas the larger comparable counties provide a slightly better vacation leave benefit. (Union Exhibits 13 and 14). Of persuasive value in these particular circumstances is evidence of internal parity of

bargaining units within the Sheriff's Department consistent with the Employer's final offer.
(Employer Ex. 14).

Issue 5: On-Duty Injury/Illness Leave

The Union seeks to modify the current contract language regarding injury leave benefits to include more job-related injuries which qualify for such benefits. According to the Union, it simply desires to "relax the definitions which govern when an officer is entitled to receive compensation for an on-duty injury." The Union asserts that there should be no distinction regarding the manner in which an employee sustains an on-duty injury. It claims that there is no additional "exposure" for the Employer as a result of its proposed language. Furthermore, the Union maintains that the contracts for Deputy Sheriffs employed at comparable jurisdictions do not contain the restrictive definitions concerning injury leave coverage which is contained in the parties' current collective bargaining agreement. (Union Ex. 15). The Union's proposed contract language regarding this issue is as follows:

Section 1. Any bargaining unit member who suffers bodily injury or who contracts or becomes afflicted with a serious disabling illness as a result of a job-related incident as defined below shall be paid his regular rate of pay during the period he is disabled as a result of such injury/illness upon determination of the Sheriff and confirmed by a physician chosen by the Employer.

Section 2. Job-related incident is defined as injury resulting from active duty as a Deputy Sheriff; such duty including, but not limited to, apprehension or attempted apprehension of suspects, active participation in the prevention of crimes, pursuit of suspects, accidents occurring when lights and sirens are being used, the use

of firearm, knife, chemical agent, impact weapon, or other dangerous weapon, an injury which occurs while on the street as a result of directing traffic or investigating a traffic violation or traffic accident or, an injury which occurs while responding to an emergency call.

The Employer proposes that the language contained in the current collective bargaining agreement should be maintained. It notes that its position mirrors the fact-finder's recommendation regarding this issue. The Employer asserts that the Union is simply attempting to increase the types of incidents which automatically qualify for injury leave pay. Moreover, the Union's proposed contract language is "open for interpretation," and it will result in more grievances and an increased burden on the administration of the department.

Last Best Offer

Upon consideration of the parties' respective positions, the conciliator concludes that the Employer's proposal to maintain current contract language with respect to on-duty injury/illness leave represents the last best offer. There is no probative evidence that the current contract language has been applied and/or interpreted in such a manner as to unfairly or arbitrarily deny the injury leave benefit to members of the bargaining unit.

Issue 6: Sick Leave

The Union has proposed contract language which would grant employees the ability to earn up to twelve days of sick leave per calendar year. According to the Union, the employees

would have already received such a benefit had the Employer's outside legal counsel not deceitfully and manipulatively tricked the previous fact-finder and the Union during the parties' last contract negotiations. The Union points out that numerous contracts between the Cuyahoga County Commissioner and other bargaining units provide for the accumulation of fifteen days of sick leave. (Union Ex. 19). Specifically the "white shirt" security employees currently receive fifteen days of sick leave. Furthermore, the Union notes that only two comparable jurisdictions, Lorain County and Franklin County, afford their Deputy Sheriffs less than fifteen days of sick leave accrual. (Union Exs. 20 and 21).

According to the Union, its proposal will not cost the Employer any money and it has no impact on the Employer's inability to pay argument. The Union also asserts that the Employer received a "windfall" during the last collective bargaining agreement due to the fact that the Deputy Sheriffs were only permitted to accumulate ten days of sick leave, rather than twelve days as discussed during the contract negotiations. The Union also notes that fact-finder Thomson recommended that the Union's proposal regarding the accumulation of sick leave should be utilized in the new contract. Finally, the Union proposes to add step-parents and step-children to the definition of "immediate family" under the contract. There is a compelling need for this modification according to the Union due to the structure of families in today's society.

The Union proposes that the following language should be included in the sick leave provision contained in the new collective bargaining agreement.

Section 1. Each member of the bargaining unit shall earn sick leave credit at the rate of three and seven-tenths (3.7) hours for each eighty (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service, not to exceed one hundred twenty (120) hours in one year. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

Section 3. (3) . . . For purposes of this Section, definition of “immediate family” shall be grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian, or other person who stands in the place of a parent.

During negotiations for the contract which expired on December 31, 2002, the Employer proposed to reduce the number of sick leave hours that an employee accrues on a bi-weekly basis. The Employer asserts that it presented evidence of sick leave abuse that was persuasive enough for the fact-finder to recommend a modification of the contract language. The Employer proposes that the current contract language should be maintained with the exception of the changes recommended by fact-finder Thomson in regard to Section 3 (3) of the sick leave provision. In support of its position, the Employer relies upon the accrual rates afforded to employees in other bargaining units within the Cuyahoga County Sheriff’s Department. (Employer Ex. 19).

At the conciliation hearing, the Employer accepted the Union’s proposed contract language regarding sick-leave cash out upon retirement. Accordingly, the sick leave provision

contained in the new collective bargaining agreement shall contain the following language proposed by the Union as it concerns the cash-out of sick leave:

Section 12. At the time of retirement from active service with the Employer, providing that the employee has completed ten (10) or more years of service, the employee shall be entitled to be paid in cash as follows.

- a) 2003 – one-quarter (1/4) of the value of accrued but unused sick leave credit not to exceed two hundred forty (240) hours [thirty (30) days];
- b) 2004 – one-third (1/3) of the value of accrued but unused sick leave credit not to exceed four hundred eighty (480) hours [sixty (60) days];
- c) 2005 – one-half (1/2) of the value of accrued but unused sick leave credit not to exceed five hundred twenty (520) hours [sixty-five (65) days].

Last Best Offer

Upon consideration of the parties' respective positions, the conciliator concludes that the Union's proposals on sick leave accrual, the definition of "immediate family" and sick leave cash out constitute the last best offer. The vast majority of bargaining units within the Sheriff's Department and County Commissioners grant the employees the ability to earn up to fifteen (15) days of sick leave. The same holds true for the comparable jurisdictions, including Geauga, Lake, Medina, Summit, Hamilton and Montgomery counties. (Union Exhibits 20 and 21). Evidence of the statutory criteria warrants selection of the Union's last best offer.

Issue 7: Group Insurance

At the conciliation hearing, the parties stipulated that the Union accepted the Employer's final offer regarding group insurance. As such, the Group Insurance provision contained in the new collective bargaining agreement shall contain the Employer's final offer which provides as follows:

Section 1. An eligible employee is defined as a full-time employee covered by this Agreement. The Flexcount Plan is defined as the IRS Section 125 or "Cafeteria Plan" which is provided by the Employer for health insurance benefits for County employees. The Employer shall be responsible for enrolling all eligible employees in the Plan once during each Plan year at its annual enrollment period. The Plan year commences on January 1 and ends on December 31 of the calendar year but is subject to change.

Section 2. Effective the first month following ratification, and for each of the successive contract years, for all medical benefit plan options offered by the County, the County will contribute ninety-five percent (95 %) of the premium costs for each plan and employees electing to participate in a plan will contribute five percent (5 %) of the premium costs for that plan. Except that the employee cost for any HMO shall not exceed twenty dollars (\$20.00) for the family plan and ten dollars (\$10.00) for the single plan per biweekly pay period.

Section 3. Effective the first month following ratification and for the duration of this Agreement, the Employer will contribute ninety-five percent (95 %) of the premium costs for the Supplemental, currently dental and vision, Plans and the employee will contribute five percent (5 %).

Issue 8: Salaries

The Union proposes the following wage rate increases:

Effective January 1, 2003 -	1 %
Effective July 1, 2003 -	1 ½ %
Effective January 1, 2004 -	2 %
Effective July 1, 2004 -	1 ½ %
Effective January 1, 2005 -	4 %

According to the Union, its final offer is justified in light of all the factors enumerated in Ohio Revised Code Section 4117.14. Furthermore, the aforementioned wage rate increases are necessary in order to offset the potential increases in health care costs that bargaining unit employees may be forced to pay during the life of the successor contract.

At the conciliation hearing, the Union asserted that Cuyahoga County will have a 17 to 18 percent ending cash balance surplus as of December 31, 2003, and the Employer's wage proposal is inconsistent with its financial position. According to the Union, the economy has "turned the corner." (Union Ex. 6). The Union also pointed out that Cuyahoga County will save money over the next five years due to an early buyout offer accepted by a number of employees. The Union further noted that it saved the Employer additional money by permitting "white shirt" security employees to perform bargaining unit work. Furthermore, the County's social services tax levy recently passed, and therefore, there will be no negative impact on the General Fund. Accordingly, the Employer has the financial ability to pay the wage rate increases proposed by the Union.

The Union further asserts that the bargaining unit employees are compensated at a rate of pay which is thirteen percent below the average rate of pay received by Deputy Sheriffs

employed at comparable jurisdictions. (Union Ex. 2). According to the Union, Deputy Sheriffs employed by Franklin County received a four percent wage rate increase in 2003, and Deputy Sheriffs employed by Montgomery County received a three percent wage rate increase in 2003. The Union argues that its final proposal is less than the “going rate.” Furthermore, the Union claims that wage rate data compiled by SERB also supports its wage rate proposal. (Union Ex. 10). The Union notes that other internal bargaining units which agreed to “mediated deals” do not have the right to conciliation, and are bargaining units which are permitted to strike. However, the Union does not encourage strikes. Finally, the Union points out that the evidence presented by the Employer does not consider the 2004 and 2005 calendar years, and several of the comparable jurisdictions referenced by the Employer, such as Lucas and Mahoning Counties, are inappropriate. Based upon the evidence presented, the Employer’s offer regarding wages cannot be supported.

The Employer’s final offer regarding the wage schedule adopts the fact-finder’s recommendation. Specifically, the Employer proposes the following wage rate increases: January 1, 2003 - 1 ½ %; January 1, 2004 - 1 ½ %; January 1, 2005 - 1 %. Although budget restrictions have been placed on the Sheriff’s Department, partial funding for the aforementioned wage package may be achieved through attrition and vacancies.

At the conciliation hearing, Sandy Turk, the Director of the Cuyahoga County Commissioners Office of Budget and Management, discussed the County’s financial condition and indicated that revenue has decreased from the 2000 and 2001 levels. (Employer Ex. 2). Turk

also stated that expenditures have decreased by \$66 million. She testified that the ending cash balance is utilized to determine the financial health of an entity, and there will be a \$3 million operating deficit in the General Fund for the 2003 calendar year. Additionally, there will be a \$1.2 million deficit for the Sheriff's Department. According to Turk, there is a "serious downturn in the economy," and Cuyahoga County cannot "overspend its budget."

On cross-examination, Turk testified that the Cuyahoga County had a carryover cash balance of \$110 million as of December 31, 2002, and the projected carryover cash balance at the end of 2003 is \$81 million. The carryover cash balance at the end of 2003 represents 18% of the County's overall expenses. According to Turk, the budget oversight committee and various rating agencies have recommended a 20 to 25 % ending cash balance amount. However, she acknowledged that arbitrator Harry Graham has indicated that a 5 % carryover cash balance should be utilized as a rule of thumb. Turk admitted that some economic indicators are up, however, the economy in the local area is still "sluggish." She also admitted that the County is projecting a "surplus of \$100,000 on a \$1.1 billion budget for all County funds."

Turk further testified that she has no knowledge regarding the extent of any future budget cuts by the State of Ohio. Furthermore, Turk indicated that there has been a reduction of expenses due in part to the reduction of the County's workforce. She specifically stated that an early buyout reduced the workforce by approximately 1,100 employees, and the buyout will result in a \$50 million savings over five years. According to Turk, the Sheriff's Department

always comes in over budget, however, the Commissioners have always restored money to the budget on each occasion.


The Employer points out that it spent approximately \$1.2 million to fund new security measures after September 11, 2001, and it hired nineteen Deputy Sheriffs. It also notes the bargaining unit employees are the only Deputy Sheriffs in the State of Ohio who do not perform road patrol duties. According to the Employer, road patrol duties are generally compensated at a higher wage rate. The Employer maintains that the bargaining unit employees are not “woefully behind” the comparables in regard to their wage rates, but rather, they “fall in the middle.” (Employer Exs. 4 and 5). In further support of its position, the Employer notes that other internal bargaining units received no wage rate increases. (Employer Exs. 7 and 8). The Employer contends that its final offer is the best offer which it can provide at this time.

Last Best Offer

Upon consideration of the parties’ respective positions, the conciliator concludes that the Union’s wage proposal represents the last best offer. In reaching this decision, the conciliator has evaluated all the evidence relative to the statutory criteria, including the wages paid to the comparable bargaining units (Union Exhibits 2 and 3), the Employer’s financial position, and the impact of the early retirement plan on cost savings. Further consideration was given to the structure of the Union’s wage proposal, and the totality of this conciliation award. The Union’s wage proposal is fully warranted by a review of the relevant evidence, and the same is hereby selected as the last best offer.

FINAL AWARD


Each of the selected last best offers noted above shall be incorporated into the parties new collective bargaining agreement.


JONATHAN I. KLEIN, CONCILIATOR

Dated: August 6, 2003.

CERTIFICATE OF SERVICE

Originals of this Final Offer Settlement Award were served upon S. Randall Weltman, Climaco, Lefkowitz, Peca, Wilcox & Garafoli Co., L.P.A., The Halle Building – Ninth Floor, 1228 Euclid Avenue, Cleveland, Ohio 44115, and upon Patricia Kresty, Executive Assistant to Sheriff, Cuyahoga County Sheriff's Department, The Justice Center, 1215 West Third Street, Cleveland, Ohio 44113, and upon Dale A. Zimmer, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, each by express mail, sufficient postage prepaid, this 6th day of August, 2003.


JONATHAN I. KLEIN, CONCILIATOR